

REQUEST FOR COUNCIL ACTION

Subject:

Approval of a License Agreement between Utah Reclamation Mitigation and Conservation Commission and the City of West Jordan for the construction of the Jordan River Trail

Discussion:

The City of West Jordan desires to construct the Jordan River Trail between 8300 S and 9000 S. In order to construct this section of trail, the City is in need of acquiring a License Agreement from Utah Reclamation Mitigation and Conservation Commission prior to construction.

Fiscal Impact:

Funds for construction of the Jordan River Trail Project are provided from several agencies and the West Jordan "Open Space" fund as previously approved by the City Council. No fees are required for securing this easement.

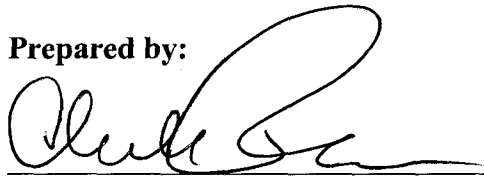
Recommendation:

Staff recommends approval of this License Agreement for the construction of the Jordan River Trail.

Motion

"I move to adopt Resolution No. 14-36, authorizing and directing the Mayor to sign the attached License Agreement from Utah Reclamation Mitigation and Conservation Commission for the construction of the Jordan River Trail.

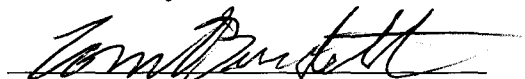
Roll Call

Prepared by:

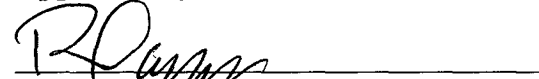
Charles Tarver
CDBG/Grants Manager

Approved as to Legal Form by:

Jeffrey Robinson
City Attorney

Reviewed by:

Tom Burdett
Director, Community Development

Approved by:

Richard L. Davis
City Manager

Narrative:

The City is proposing to construct the Jordan River Trail between 8300 S and 9000 S to provide a continuous trail between the North and South boundary of the City. Funding for this project is being provided through the West Jordan Open Space fund, Utah State Legislature, Salt Lake County, Sandy City, State Parks Non-Motorized Trail Program, LeRay McAllister Open Space Fund and the Rotary Club.

In order to complete this project, the City is in need of securing a License Agreement from Utah Reclamation Mitigation and Conservation Commission. This Agreement will provide an easement that will allow for access by the City to construct the Jordan River Trail and for future maintenance/repair of the Jordan River Trail located on Utah Reclamation Mitigation and Conservation Commission property.

This agreement, as attached, has been reviewed by the West Jordan Attorney's Office. No fees are required for the acquisition of this easement.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-34

**A RESOLUTION TO ENTER INTO A LICENSE AGREEMENT WITH
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION**

Whereas, the City of West Jordan has an approved budget to construct its Jordan River Trail project (the "Project"); and

Whereas, the Project requires the acquisition of an easement across property owned by Utah Reclamation Mitigation and Conservation Commission; and

Whereas, Utah Reclamation Mitigation and Conservation Commission has agreed to convey an easement to the City with no fees required and based on the terms and conditions stated in the easement agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized and directed to sign the attached easement agreement with Utah Reclamation Mitigation and Conservation Commission so the City can complete the Project.

Section 2. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 26th day of February, 2014.

CITY OF WEST JORDAN

ATTEST:

By: _____
Kim V. Rolfe, Mayor

MELANIE S. BRIGGS, MMC
City Clerk/Recorder

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim V. Rolfe

UTAH RECLAMATION MITIGATION
AND CONSERVATION COMMISSION

LICENSE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
WEST JORDAN CITY

THIS LICENSE AGREEMENT, made this _____ day of February, 2014, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Colorado River Storage Project Act of 1956 (43 U.S.C. 620 et seq.) and the Central Utah Project Completion Act (P.L. 102-575) as amended, is between the UNITED STATES OF AMERICA, acting by and through the Utah Reclamation Mitigation and Conservation Commission, hereinafter referred to as the "United States" and WEST JORDAN CITY, hereinafter referred to as the "Licensee."

WITNESSETH THAT:

WHEREAS, The United States acquired approximately 43 acres of land in West Jordan City in 1998 for wildlife conservation and compatible recreation uses hereafter referred to as the United States Parcel; and

WHEREAS, West Jordan City purchased the adjacent 35 acres of land directly north of the United States Parcel; and

WHEREAS, It is the intent of the United States and West Jordan City to cooperatively and concurrently implement a river and habitat restoration project on the properties as currently being analyzed by the parties hereto; and

WHEREAS, It is the intent of the United States and West Jordan City to allow for and facilitate compatible outdoor recreational opportunities that are consistent with the primary river and habitat restoration objectives; and

WHEREAS, West Jordan City has secured funding to construct a 1.37 mile segment of the Jordan River Parkway Trail, 0.25 miles of which would cross the United States Parcel; and

WHEREAS, West Jordan City has requested a License Agreement from the United States authorizing the construction and ongoing operation and maintenance of the Jordan River Parkway Trail on the United States Parcel; and

WHEREAS, The United States has completed an Environmental Assessment for issuing a license to West Jordan City authorizing construction and operation and maintenance of the trail; and

WHEREAS, The United States issued a Finding of No Significant Impacts for the project and determined that construction of the Jordan River Parkway Trail is compatible with the primary wildlife and habitat restoration objectives of the project;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the United States, to the extent of its interest in the United States Parcel , hereby grants to the Licensee, upon the terms hereinafter provided, a license for the following purposes and in the location described below:

1. Purpose This license agreement authorizes the construction and routine and ordinary operations and maintenance of the Jordan River Parkway trail on United States owned property consistent with the conditions and stipulations identified in the above referenced Environmental Assessment and Finding of No Significant Impacts.
2. Period: .25 years from date of this License. Prior to the expiration of the term of this License Agreement, and upon application in writing by Licensee and approval by the United States, this License Agreement may be renewed for an additional twenty-five (25) years or other such shorter period as the parties hereto may agree upon. If so renewed, the consideration shall be for administrative expenses incurred in such renewal. Furthermore, the renewed License Agreement will be subject to the regulations existing at the time of renewal and such other terms and conditions as may be deemed necessary by the United States to protect the public interest or its projects.

Location (Legal Description):

A 20.00 STRIP OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN WEST JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2, AND RUNNING THENCE SOUTH 0° 02' 24" WEST, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 2643.53 FEET, TO THE EAST QUARTER CORNER; THENCE SOUTH 89° 45' 28" WEST, ALONG THE EAST-WEST CENTER SECTION LINE, A DISTANCE OF 1686.60 FEET; THENCE NORTH 0° 14' 32" WEST, PERPENDICULAR TO SAID EAST-WEST CENTER SECTION LINE, A DISTANCE OF 1455.81 FEET, TO THE **POINT OF BEGINNING FOR THIS DESCRIPTION**; AND RUNNING THENCE NORTH 18° 46' 32" WEST, A DISTANCE OF 29.87 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY 93.14 FEET ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH 27° 58' 44.2", HAVING A RADIUS OF 190.74 FEET, AND WHOSE LONG CHORD BEARS NORTH 06° 00' 39" EAST, A DISTANCE OF 92.22 FEET TO THE BEGINNING OF A COMPOUND CURVE; THENCE NORTHERLY 314.45 FEET ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH 18° 59' 27", HAVING A RADIUS OF 948.71 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 28' 27" WEST, A DISTANCE OF 313.01 FEET TO THE BEGINNING OF A REVERSE CURVE; THENCE NORTHERLY 697.62 FEET ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 12° 03' 33.6", HAVING A RADIUS OF 3314.52 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 56' 23" WEST, A DISTANCE OF 696.34 FEET; THENCE NORTH 14° 54' 36" WEST FOR A DISTANCE OF 122.69 FEET TO THE NORTH LINE OF THE GRANTOR PROPERTY; THENCE NORTH 89° 47' 29" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.68 FEET THENCE SOUTH 14° 54' 37" EAST, A DISTANCE OF 117.44 FEET TO THE BEGINNING OF A CURVE; THENCE SOUTHERLY 693.41 FEET ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH 12° 03' 33.6", HAVING A RADIUS OF 3294.52 FEET, AND WHOSE LONG CHORD BEARS SOUTH 20° 56' 23" EAST, A DISTANCE OF 692.14 FEET TO THE BEGINNING OF A REVERSE CURVE; THENCE SOUTHEASTERLY 321.08 FEET ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH 18° 59' 27.2", HAVING A RADIUS OF 968.71 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 28' 27" EAST, A DISTANCE OF 319.61 FEET TO THE BEGINNING OF A COMPOUND CURVE; THENCE SOUTHWESTERLY 126.25 FEET ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH 34° 19' 26", HAVING A RADIUS OF 240.74 FEET; AND WHOSE LONG CHORD BEARS SOUTH 09° 11' 00" WEST, A DISTANCE OF 124.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 24865.51 SQUARE FEET, OR 0.571 ACRES

3. Plans, Drawing, or Maps (Attached Hereto and made a Part Hereof):

Exhibit "A"- Project Location Map

Exhibit "B"- Detailed Design Drawings of Trail

Land Status:

☒ Fee Title

☐ Easement or Reserved Right-of-Way

4. License Fees: The United States has waived the collection of fees for this project as the trail would serve a public purpose and is consistent with the purposes for which the property was acquired by the United States.

5. WORK SATISFACTORY.

- a. The Licensee shall perform all work under this License Agreement in accordance with the plans, drawings, or maps attached hereto and in a manner satisfactory to the United States. Licensee shall comply with all applicable Federal, State, and local laws and regulations, Executive Orders, and United States policies and directives and standards. Licensee agrees to minimize disturbance to the site, and to restore all disturbed areas. Licensee agrees to repair or replace any and all fences, facilities or other infrastructure impacted by its activities, whether intentional or not. Licensee agrees to abide by all Best Management Practices (BMPs) and other requirements of the Finding of No Significant Impact and Decision Notice issued by the United States on September 13, 2013 for this License Agreement and project.
- b. The Contractor shall ensure that all work carried out pursuant to this agreement shall be in accordance with the FONSI and associated Environmental Assessment.
- c. As a condition of this license, the Licensee agrees to the following:

Use of the Property is restricted to surface only with the exception of buried culverts under the trail. Licensee shall immediately provide an oral notification to United States' authorized official of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on United States lands. Licensee shall follow up with a written report of their finding(s) to United States' authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. Licensee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by United State's authorized official shall be the responsibility of Licensee.

6. RIGHTS RESERVED. This License Agreement and all rights hereunder shall be held by the Licensee

at all times subject to the rights of the United States. Jurisdiction and supervision of the United States over the concerned lands are not surrendered or subordinated by issuance of this License Agreement. The United States reserves the right to issue additional licenses, rights-of-way, or permits for compatible uses of the lands involved in the License Agreement; provided, however, any such license, right-of-way, or permit shall be conditioned on such licensee, grantee, or permittee paying Licensee's expenses to relocate the Licensee's improvements as may be required for such compatible use.

7. UNRESTRICTED ACCESS. The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. United States will make every reasonable effort to keep damages to a minimum.
8. HOLD HARMLESS.
 - a. The United States and its officers, agents, employees, and assigns do not assume any liability resulting from the granting of this license or the exercise thereof and licensee agrees to indemnify and hold the United States, its officers, agents, employees, and assigns harmless for injury or damage to any persons or property that may result from the exercise of any of the privileges herein conferred or the work performed hereunder.
 - b. The Licensee further agrees that the United States, its officers, agents, employees, and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights herein reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this License Agreement.
 - c. Notwithstanding the foregoing, Licensee reserves unto itself all applicable rights and defenses available under the Governmental Immunity Act of Utah (Utah Code Annotated §63G-7-101 et seq.).
9. RELEASE FROM LIABILITY. The Licensee hereby releases the United States and its officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the normal operation and management of the United States Parcel, provided that nothing in this License Agreement shall be construed as releasing the United States, from liability for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. § 1346(b), 2671 et seq.) or other applicable law.
10. EXTRAORDINARY MANAGEMENT COSTS. The Licensee agrees that if the normal and customary management of the United States Parcel (weed control, irrigation, revegetation for example) should be made more expensive by reason of the existence of Jordan River Parkway Trail constructed by the Licensee thereon, Licensee will pay to the United States, its agents or assigns responsible for Project operation and maintenance, the full amount of such additional expense within thirty (30) days of receipt of an itemized bill therefore.

11. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States from and against any action which challenges the Licensee's use of United States Parcel under this License Agreement provided the United States promptly tenders such defense prior to the time an answer is due in the proceedings.
12. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain the Jordan River Parkway Trail with due care to avoid damage to or obstruction of the United States Parcel or any interference in any way with the management of the same.
13. TERM OF LICENSE - TERMINATION. The United States, at its option, may terminate this License Agreement for non-use of the licensed lands by the Licensee for a period of two (2) continuous months. In any event this license shall expire by limitation at the end of the period recited in Article B on Page 2. All rights granted to the licensee under this License Agreement are subject to termination upon failure of Licensee to comply with the terms of this License Agreement.
14. REMOVAL OF FACILITIES. The United States, its agents or assigns, will determine if the Licensee's facilities, if any, will be removed upon termination. If the United States, its agents or assigns, determines that the facility shall be removed, removal will be made within thirty (30) days after termination, and the site will be restored as nearly as practicable to its original condition. Removal of the facilities and restoration of the site will be at the sole expense of the licensee.
15. ASSIGNMENT OR TRANSFER. This license shall not be assigned or transferred by the Licensee without the prior written consent of the United States.
16. SUCCESSORS IN INTEREST OBLIGATED. This License Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
17. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.
18. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this License Agreement without liability or in its discretion to require the Licensee to pay, in addition to the License Agreement consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
19. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this License Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this License Agreement if made with a corporation or company for its general benefit.
20. ENVIRONMENTAL COMPLIANCE. The Licensee agrees to abide by all applicable Federal, State, and

local laws and regulations pertaining to pollution control and environmental protection. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous materials.

- a. Licensee and its employees and agents are strictly prohibited from contaminating or polluting Federal lands, waters or facilities for which Licensee has responsibility for care, operation, and maintenance. Licensee shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- b. Licensee shall comply with all applicable Federal, State, and local laws and regulations, and United States policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.
- c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.
- d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the United States. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- e. Licensee's violation of any of the provisions of this Article, as determined by the United States, may constitute grounds for termination of this contract. Such violations require immediate corrective action by Licensee and shall make Licensee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of Licensee's violation.
- f. Licensee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.
- g. United States agrees to provide information necessary for Licensee using reasonable diligence, to comply with the provisions of this Article.

21. NOTIFICATION. The Licensee shall contact the Utah Reclamation Mitigation and Conservation Commission 7 days prior to commencement of any activity so that onsite inspectors may be available. Notice shall be provided to:

Mr. Richard Mingo
Utah Reclamation Mitigation and Conservation Commission
230 South 500 East, Suite 230
Salt Lake City, UT 84102

22. **LANDSCAPE PRESERVATION AND NATURAL BEAUTY.** The Licensee shall exercise care to preserve the natural landscape and shall conduct its operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by the Licensee's operations and equipment. Movement of crews and equipment within the rights-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

Upon completion of the work, the site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected as directed by the United States at the Licensee's expense.

23. **SEVERABILITY.** Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

24. **ILLEGAL USE.** Any activity by the Licensee or its agents deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

25. **CIVIL RIGHTS – NONDISCRIMINATION**

a. **Nondiscrimination on the Basis of Race, Color, or National Origin**

- i. Licensee hereby agrees as follows: To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17.(2) To obligate its subcontractors, subgrantees, transferees, successor in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

b. **Nondiscrimination on the Basis of Disability**

- i. Licensee hereby agrees as follows:
1. To comply with Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance.
 2. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

- c. Nondiscrimination on the Basis of Age
 - i. Licensee hereby agrees as follows:
 - 1. To comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., and the general age discrimination regulations at 43 CFR § 90 which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR § 17.
 - 2. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

26. PEST CONTROL.

- a. Licensee shall not cause the use of any pesticides on Federal lands without prior written approval by United States. Licensee shall submit to United States for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.
- b. All pesticides used shall be in accordance with the current registration, label, direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable United States policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to United States not later than five (5) working days after any application of a pesticide.
- c. Any equipment or tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by United States.
- d. Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.
- e. Licensee shall initiate any necessary measures for containment and clean up of pesticide spills. Spills shall be reported to the United States with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- f. Aerial application of pesticides is prohibited without prior written consent by United States' designated representative.
- g. Licensee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first above written.

APPROVED:

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA

Office of the Regional Solicitor

Date

Michael C. Weland

Date

Executive Director

Utah Reclamation Mitigation and Conservation
Commission

WEST JORDAN CITY

By:

Date

APPROVED AS TO LEGAL FORM
West Jordan City Attorney

Danesh P. Khan Date: 2/19/14

Exhibit A
Project Location Map

EXHIBIT A PROJECT AREA MAP



Land Ownership

Mitigation Commission

West Jordan City

Rocky Mountain Power

Jordan River Parkway Trail (Spring 2014 Construction)



0 250 500 1,000 Feet

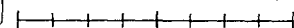


Exhibit B
Detailed Design Drawings of Trail